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SEP 18 2018

for the Northern Mariana Islands
By _____
(Deputy Clerk)

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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS**

SHIRLINE LOH,

Plaintiff,

v.

IMPERIAL PACIFIC INTERNATIONAL
(CNMI), LLC,

Defendant.

CIVIL CASE NO. 18-

CV 18-0025

**VERIFIED COMPLAINT FOR
VIOLATIONS OF THE FAIR LABOR
STANDARDS ACT AND
SUPPLEMENTAL STATE LAW
CLAIMS**

COMES NOW, Shirline Loh, with the following Verified Complaint against Imperial Pacific International (CNMI), LLC.

JURISDICTION

1. The Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA"), applies to this matter through the Covenant to Establish a Commonwealth of the Northern Mariana Islands in Political Union with the United States of America, Article V, § 502(a)(2).
2. This Court has jurisdiction over Plaintiff's FLSA claims pursuant to 28 U.S.C. § 1331 (federal question jurisdiction), 28 U.S.C. § 1337(a) (proceedings arising under any Act of Congress regulating commerce).
3. This Court also has jurisdiction under the FLSA, 29 U.S.C. § 216(b), to adjudicate

1 Plaintiff's claims.

2 4. This Court has jurisdiction over Plaintiff's non-FLSA claims pursuant to 28 U.S.C.
3 § 1367(a) (supplemental jurisdiction).

4 5. Venue is properly placed in this Court as at all relevant times Plaintiff was an
5 employee of a Defendant doing business in Saipan, Commonwealth of the Northern Mariana
6 Islands ("CNMI").
7

8 PARTIES

9 6. Plaintiff Shirline Loh ("Loh") is a citizen of Singapore and currently residing
10 there.

11 7. Defendant Imperial Pacific International (CNMI), LLC ("IPI") is a Limited
12 Liability corporation organized under the laws of the CNMI.
13

14 FACTS

15 8. Ms. Loh began her employment with Defendant IPI on or about October 15, 2015,
16 entering into an employment contract (the "Contract") with Defendant IPI and worked for them
17 until August 2016.

18 9. The Contract provided that, among other things, Ms. Loh would be employed as a
19 VIP Services Host, and her duties would consist of, *inter alia*, offering guests drinks and food,
20 making sure necessary gaming items were available to guests, arranging chairs, picking up
21 garbage and insuring that places VIP guests visited were clean.
22

23 10. From the beginning of her employment, Defendant intentionally required, by
24 written contract, that Plaintiff work more than 40 hours per week, without being paid for
25 overtime.

26 11. At all times relevant to this action, Ms. Loh was an employee of Defendant within
27 the meaning of § 203(e)(1) of the FLSA and § 921(e) of the MWSHA.
28

1 12. At all times relevant to this action, Ms. Loh was employed by Defendant within
2 the meaning of § 203(g) of the FLSA and § 921(d) of the MWHHA.

3 13. At all times relevant to this action, Ms. Loh was, in each work week for
4 Defendant, engaged in commerce within the meaning of § 203(b) of the FLSA.

5 14. At all times relevant to this action, Defendant was the employer of Ms. Loh within
6 the meaning of § 203(b) of the FLSA and § 9212(f) of the MWHHA.

7 15. At all times while employed by Defendant, Ms. Loh was employed, and actually
8 performing work, in a job category that is not exempt from the provisions of the FLSA and/or the
9 MWHHA.

10 16. At all times relevant to this action, Ms. Loh was employed by Defendant in
11 Saipan, Commonwealth of the Northern Mariana Islands.

12 17. At all times relevant to this action, Defendant, as a single business enterprise, had
13 gross revenues in each year of operation in excess of \$500,000.

14 18. Through the operations of their gaming business in the CNMI, catering to tourists
15 solicited by Defendant from China and other countries, Defendant was an enterprise engaged in
16 commerce or in the production of goods for commerce within the meaning of §§ 203(r)(1) &
17 (s)(1) of the FLSA.

18 19. From October 2015 through August 2016, Plaintiff worked for Defendant in
19 excess of 14 hours per day, seven days per week.

20 20. From October 2015 through August 2016, Defendant paid Plaintiff \$2,300 per
21 month for her services.

22 21. Defendant failed to pay Ms. Loh all minimum wages required by § 206(a) of the
23 FLSA and § 9221(a)(2) of the MWHHA.

1 31. Ms. Loh is also entitled to costs of the action and reasonable attorneys' fees
2 pursuant to § 216(b) of the FLSA.

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5 **SECOND CAUSE OF ACTION**

6 **(MWHHA Violation – Unpaid Minimum Wage)**

7 32. Plaintiff incorporates paragraphs 1 through 31 above as if fully set forth herein.

8 33. Defendant has violated the provisions of § 9221(a)(2) of the MWHHA by failing to
9 pay Ms. Loh the applicable minimum wage per hour for all of the hours worked by her in each
10 work week for which she performed services for Defendant. This failure was willful and
11 intentional.

12 34. Ms. Loh is entitled to payment of unpaid minimum wages from Defendant, jointly
13 and severally, and an additional equal amount as liquidated damages for Defendant's willful
14 violation.

15
16 35. Ms. Loh is also entitled to costs of the action and reasonable attorneys' fees
17 pursuant to § 9244(b) of the MWHHA.

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19 **THIRD CAUSE OF ACTION**

20 **(FLSA Violation – Unpaid Overtime Compensation)**

21 36. Plaintiff incorporates paragraphs 1 through 35 above as if fully set forth herein.

22 37. Defendant has violated the provisions of § 207(a) of the FLSA by willfully and
23 intentionally failing to pay Ms. Loh overtime compensation in the amount of one and one-half
24 times her regular pay rate for all of the hours worked by Ms. Loh in excess of forty (40) hours in
25 each work week.
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27
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1 38. Ms. Loh is entitled to payment of unpaid overtime compensation from Defendant,
2 jointly and severally, and an additional equal amount as liquidated damages.

3 39. Ms. Loh is also entitled to costs of the action and reasonable attorneys' fees
4 pursuant to § 216(b) of the FLSA.
5

6
7 **FOURTH CAUSE OF ACTION**

8 **(MWHHA Violation – Unpaid Overtime Compensation)**

9 40. Plaintiff incorporates paragraphs 1 through 39 above as if fully set forth herein.

10 41. Defendant has violated the provisions of § 9222 of the MWHHA by willfully and
11 intentionally failing to pay Ms. Loh the overtime compensation in the amount of one and one-half
12 times her regular pay rate for all of the hours worked by her in excess of forty (40) hours in each
13 work week.
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15 42. Ms. Loh is entitled to payment of unpaid overtime compensation from Defendant
16 and an additional equal amount as liquidated damages for Defendant's willful violation.

17 43. Ms. Loh is also entitled to costs of the action and reasonable attorneys' fees
18 pursuant to § 9244(b) of the MWHHA.
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20 **FIFTH CAUSE OF ACTION**

21 **(Conversion and Fraud)**

22 44. Plaintiff incorporates paragraphs 1 through 43 above as if fully set forth herein.

23 45. At all times mentioned herein, Yuki Xia was an employee of Defendant IPI and
24 was in charge of supervising and managing the VIP hosts.
25

26 46. At all times mentioned herein, tips were made by IPI's customers to be given to
27 the VIP hosts, including Plaintiff.
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1 47. During this time, IPI, through Yuki Xia, intentionally, willfully and fraudulently
2 converted these tips to the use of IPI, failing and refusing to pay Plaintiff her legitimate and
3 rightful share of the tips.
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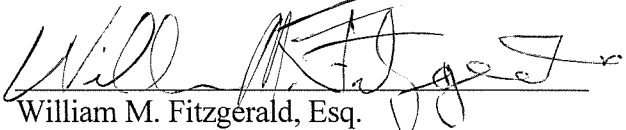
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6 **PRAYER FOR RELIEF**

7 Accordingly, Plaintiff prays for the following relief:

- 8 1. That Defendant pay Plaintiff the applicable minimum wage for all hours worked
9 by Plaintiff for Defendant in excess of forty (40) hours in each work week;
10 2. That Defendant pay Plaintiff her overtime compensation for all hours worked by
11 Plaintiff for Defendant in excess of forty (40) hours in each work week;
12 3. That Defendant pay Plaintiff an equal amount as liquidated damages;
13 4. That Defendant pay Plaintiff her shares of tips designated for the VIP hosts; and
14 5. That Defendant pay Plaintiff reasonable attorneys' fees and costs of this action.
15 6. That Defendant pay Plaintiff punitive damages for the intentional and fraudulent
16 conduct in converting employees' tips to its own use.
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18
19 DATED this 17 day of September, 2018.

20 LAW OFFICE OF WILLIAM M. FITZGERALD

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22 William M. Fitzgerald, Esq.
23 Attorney for Plaintiff
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VERIFICATION

I declare under penalty of perjury that I have read the foregoing complaint and that it is true and correct to the best of my recollection and knowledge, and this declaration was executed on this 30th day of August, 2018.


SHIRLINE LOH